

BEFORE THE ARBITRATOR

In the Matter of the Arbitration :
of a Dispute Between :
 :
NORTHWEST UNITED EDUCATORS - FLAMBEAU :
 : Case 25
and : No. 42775
 : MA-5800
FLAMBEAU SCHOOL DISTRICT :
 :

Appearances:

Mr. Kenneth J. Berg, Executive Director, NUE, appearing on behalf of the Association.
Ms. Kathryn J. Prenn, Mulcahy & Wherry, S.C., Attorneys at Law, appearing on behalf of the District.

ARBITRATION AWARD

The Union and the District named above are parties to a 1987-1989 collective bargaining agreement which provides for final and binding arbitration of certain disputes. The Union made a request, with the concurrence of the District, that the Wisconsin Employment Relations Commission appoint an arbitrator to resolve a grievance over health insurance. The undersigned was appointed and a hearing was held on October 31, 1989, in Tony, Wisconsin, at which time the parties were given full opportunity to present their evidence and arguments. No transcript of the hearing was made, both parties filed briefs, and the record was closed on January 23, 1990.

ISSUE:

The Union states the issue to be decided as the following:

Was the District in violation of the side letter on self-funding of health insurance and Article IX when it refused to return to the previous carrier at the request of the NUE, and if so, what should the remedy be?

The District states the issue as follows:

Has the Union met the conditions specified in the Side Letter of Agreement regarding self-funded health insurance so as to require the District to return to the WPS health insurance plan?

CONTRACT PROVISIONS:

IX. Insurance:

A. Group Health Insurance:

1. Family group health insurance plan will be offered to all teaching employees with families. Teacher agrees that if spouse, through his or her employment, is covered by a group health insurance plan for the family which is equal to or better than the plan provided by the School District, said teacher will not apply for the family group insurance plan.

Teachers shall have the option of electing HMO coverage through the Marshfield Plan, with the Board paying the cost up to the level of premium contribution for the District's group health insurance plan, single or family coverage, as appropriate. Participation shall be limited to the extent necessary to maintain a group of sufficient size so as not to jeopardize the group rates established by the carrier. If participation must be limited in this manner, eligibility shall be on the basis of priority of request, provided that in any event, the election must be made by June 1 of the preceding school year.

2. Single plan group health insurance will be offered to all.

3. Payments will be as follows:

. . .
c. The Board and NUE shall determine any changes in carrier or coverage.

. . .
SIDE LETTER OF AGREEMENT BETWEEN
THE FLAMBEAU SCHOOL DISTRICT
AND
NORTHWEST UNITED EDUCATOR

IT IS AGREED between the Flambeau School District ("District") and Northwest United Educators ("NUE") that with respect to the group health insurance plan referenced in ARTICLE IX of the collective bargaining agreement, NUE does not object to the District's changing from the present health insurance plan (the carrier and coverage in effect during the 1986-87 school year) to the self-funded PAS plan providing identical benefits. This change to a self-funded plan is agreed to on the condition that if either party is dissatisfied, by clear majority, with the self-funded plan, that party can request a return to the previous health insurance carrier and coverage (such request shall be in writing and shall be compelling on the party to cause a return to the previous carrier, effective July 1, 1989) or may allow a change to a new, mutually agreed-upon health insurance plan.

The parties agree that a second open enrollment period shall be provided to permit employees currently covered by the Greater Marshfield Plan to enroll in the PAS plan, effective July 1, 1988, and that the anniversary date of the PAS plan shall be July 1.

NUE agrees not to pursue a prohibited practice or grievance challenging the Board's change from the 1986-87 insurance carrier to self-funding for the duration of the 1987-89 contract (unless this change does not provide identical insurance benefits).

Dissatisfaction with the self-funded plan is defined as documented, unresolved complaints.

This Side Letter shall expire and evaporate on June 30, 1989.

BACKGROUND:

The above side letter of agreement, which is at the heart of this grievance, came about as a result of the negotiations for a 1987-89 collective bargaining agreement. The parties agreed that they could change insurance carriers only by mutual consent, and the Union was being pressured by the District during negotiations either to have employees pay for part of the insurance premiums or give the District the right to change the current carrier to a self-funded plan.

In a series of letters to the District, the Union continuously expressed its reservations regarding self-funded plans. It was particularly concerned about the financial stability of plans involving small groups, the confidentiality of records, and service and timely payments of claims. The parties eventually entered into an agreement resulting in the side letter as an experimental time to see whether the self-funded plan was satisfactory and to allow either party an escape hatch under the conditions specified. On April 1, 1988, the District changed carriers from WPS to the self-funded plan as administered by a third-party administrator called PAS.

The Executive Director of the NUE, Alan Manson, had been the primary negotiator for the Union except for a period of about 15 months when Tim Schultz was responsible for the Flambeau unit. When Schultz left NUE, Kenneth Berg was hired to take over, and Manson introduced Berg to the Flambeau District. Manson signed the side letter of agreement. Most of the communications with the District from Manson, Schultz, and Berg were to the District Administrator, John Schomisch. Schomisch and Manson differ in their recollections of the parties' understandings of the escape clause of the side letter, which will be noted later in the discussion section of this award.

The bargaining unit director, Pat Fettes, called a local Union meeting in April of 1989. The Union was aware that the side letter would expire on

June 30 of that year, and the primary agenda item of the April meeting was to discuss the self-insurance plan and the expiration of the side letter. Although Fettes could not recall how many employees attended this meeting, she was pleased with the turnout. At the meeting, members of the negotiating team were told by a motion on the floor that the Union would agree to stay with PAS (the self-funded plan) if the side letter would be renewed. Fettes told the employees that if they had complaints they should put them in writing, and she assigned people in each building to gather the complaints. Fettes thought that there were numerous concerns and complaints, but that they had not been in PAS long enough to give it a fair shake. Therefore, the Union was willing to give PAS more time if the side letter were extended.

During either April or May of 1989, the parties negotiated for a successor agreement, and the Union proposed that the teachers would be willing to stay with PAS if the side letter would be renewed. The Board refused to accept that proposal. Subsequently, the Union moved to return to the prior insurance carrier or a conventional carrier.

On June 28, 1989, Berg delivered the following letter to Schomisch:

Please consider this letter as official notice from NUE/Flambeau that we are not satisfied with the current self-funded health insurance plan and are requesting a return to the previous carrier or to a mutually agreed upon health insurance plan.

This request is based on the provisions of the side-letter in existence between NUE and the Flambeau District which expires on June 30, 1989 (copy enclosed).

The above letter was accompanied by a packet of 11 pages of handwritten and typed letters from employees regarding their problems with the self-funded plan as administered by PAS. The letters (Union Ex. 16) are as follows:

June 16, 1989

PAS Payment record

Expenses incurred at Marshfield Clinic, Ladysmith

June 28, 1988 -- \$35 (exam subsequently paid by District)

June 28, 1988 -- \$40 (**omitted material)

June 29, 1988 -- \$39 (lab)
PAS paid \$79.80 on December 30, 1988

Sept. 23, 1988 -- \$39.60 (lab)

Sept. 30, 1988 -- \$23.00 (office visit - re lab)

PAS paid \$39.60 on February 14, 1989

Dec. 29, 1988 -- \$17.40 (lab)

PAS paid \$17.40 on February 14, 1989

Because of letters threatening legal action, I sent Marshfield a check. In March I received \$80.00 reimbursement from Marshfield. However, PAS did not advise me that they had paid \$23.00 incurred 9-30-88. They must have paid, though, because the amount sent to me by Marshfield. Interestingly enough, the hospital bill for the 9-28-88 (**omitted material) was paid by PAS on 8-8-88???

(signed by Edwina Bratina)

MEMO

To:Negotiating Committee

From:Pauline Lundgren

Date:June 23, 1989

Re:PAS Insurance

I would like to voice a complaint I have concerning PAS insurance and the time involved in settling claims with them.

I have had considerable difficulty with claims concerning my daughter, Pam. At the time these incidents took place,

Pam was a full time student, still a dependent and covered by my policy.

In August 1988, Pam had warts removed from her hand as an in-patient at Red Cedar Clinic in Menomonie. PAS did not pay the bill. I finally paid the bill and asked for a claim review in October of 1988. Finally in January 1989 PAS paid the claim and I received a refund from the Red Cedar Clinic.

The second incident was in October 1988 when Pam was seen at St. Paul Ramsey Clinic. PAS would not pay this claim until January 1989 -- after I had again paid the account. I again had to ask for a claim review and explain that she was my dependent and a full time student.

I find it extremely (sic) irritating to be billed consistently for claims which Pas (sic) should pay. Only after much effort on my part and payment to the provider have I been able to settle the claim with PAS and receive reimbursement.

When PAS was presented to us, the representative explained that we should expect approximately a 9-day turn-around on a claim payment. This has not been the case as I stated above. I feel August to January is considerably more than a reasonable time.

May 23, 1989

This letter was written to express my concerns and dissatisfaction with PAS Medical Plan (includes Dental).

I have a claim from July 1988 that still is unsettled to my satisfaction. The claim was for my daughter's kindergarten physical (as dictated by the Flambeau District). The physical included some lab work. The PAS office denied payment for all expenses. I re-submitted after talking to the School District Office explaining my position that Lab work was covered under WPS and we were promised identical coverage. Again, PAS denied coverage. After more phone calls and letterwriting and waiting, I was told by the School District that a PAS Rep. would be around to all the buildings and I could talk to him. Of course, because of the time lag 5 months, we had already paid the bill in full. When Mr. Sprage came to the buildings - I presented my case, giving him letters, bills, etc. He assured me he would talk to Mr. Schomisch -- settle it etc. He never even went back to Tony -- I have never heard from him since December.

I have called and corresponded with a "Mark" who left "suddenly" according to the PAS office and a "Diane." Each conversation or correspondence led me to believe I was starting all over from square one. They were never able to "locate" this and that. So now May 23 - 10 months - we are still dissatisfied. I feel I proved to PAS that lab work for physical had been paid by WPS -- we were promised identical coverage and service and feel PAS has been extremely lacking in both coverage and service.

Another point - under WPS insurance - a tetanus shot was covered when it was part of treatment (case in hand a car accident where I was cut by glass). Under PAS - a tetanus shot was not covered when part of treatment (my husband was cut on the thumb - 7 stitches) while cutting wood -- given a tetanus shot -- PAS wouldn't cover shot.

(signed by Pat Fettes)

Ken,

Here are some complaints District people have called me about concerning PAS. They wanted advice, procedure idea or just a sounding board.

1. PAS slowness in payment -- esp. Dental. Some had received quite nasty letters and had to pay interest on unpaid bills (PAS made good later). But - many

were embarrassed, disgruntled as it became the talk of many offices.

One office -- the lady in charge of Insurance --told me personally PAS was the slowest and rudest she had ever had to deal with -- she has since told me they have speeded up some -- seem sporadic, things come in "clumps" not steadily.

2.Time seemed a major complaint. In a small community - many people know others business. Some of us were asked by people not even involved about this PAS plan - it seemed to become "coffee time chat" in Ladysmith.

3.When calling the number PAS gives to pre-register for in and out patient surgery, one teacher called - checked to make sure had called correct number - - person on other end had no idea what was going on. The teacher was given another number -- called -- again given the run-around. Another number was given -- no one seemed to know what to do. The teacher then called the School District office and was told just to have the operational procedure and send it to PAS.

4.In November - Marshfield Clinic called me -- concerned about PAS asking them to send (resubmit) some claims they couldn't locate. Marshfield got my name from someone? Wondering what PAS had done with the first claims -- this was about the time "Mark" left and PAS seemed to be really falling apart on payments, info, etc. Also said PAS had a computer problem!! I told the Marshfield Office to call Mr. Schomisch, the District Admin.

I took offense that I was being called upon (a mere teacher) to explain the District's program etc. It was bothersome, to say the least.

(not signed, Fettes' handwriting)

June 20, 1989

To Whom It May Concern:

This letter is written for the purpose of letting people know some of the troubles I have had working with PAS insurance over the past year.

First of all, they did not have my youngest son listed on their enrollment, even though I had filled out the proper forms supplied to me by Betty Mujwid. PAS said that I did not get the form in on time. Betty was able to provide copies from her files proving our point and after three phone calls from Betty and two from me, we did get him covered. The Clinic had to resubmit all of the bills that were for him for reprocessing.

Our Marshfield Clinic bill was up over \$800 when I started getting concerned about why they were not paying. I got all the statements which had been sent me together (some were never sent to me) and tried to figure out where we stood. Things were paid that were only one month old, while others were four to five months old were left unpaid. I then called Marshfield Clinic in Marshfield and asked them if they could itemize all of the billings and send them to us. I then called PAS and asked what was going on. This is when I first discovered that the bills for our youngest were being rejected because they were not covering any claims in his name. I explained to him when Billy was born and when we filed and after about twenty minutes he said, "Yes, he should be on the enrollment." PAS told me to send the itemized billing from Marshfield Clinic to them and he would reconsider all the claims for Billy. Betty Mujwid told me to send them to John Spekman because he is the school's contact person. I did this and I also asked him several questions in the letter, for which I have never received a response. Instead of spending the time and money to call PAS again, because of their inconsistencies and unprofessionalism, I

decided I would start paying on the bill myself. One thing that I have failed to mention already is that one point in time I did receive a letter from Marshfield Clinic saying they were going to turn my bill over to a collection agency or a lawyer unless I paid a certain past due balance before a specified date. I certainly hope that our dealings with PAS have not affected our credit rating.

PAS, to me had no way or organizing the receipts that they send us. You cannot cross reference the clinic bill against the statement from PAS. I have no way of knowing what is being paid and what is not.

My wife had the Marshfield Plan through her employment prior to going to part time. Knowing how smooth the Marshfield Plan operates versus the nightmare we have experienced with PAS, there is little decision when it comes time to choose between the two. We have filed for the Marshfield Plan for the upcoming school year. I also feel the cost is not a factor since we have been paying good portions of our clinic bill all along and after our son's recent surgery, anticipate more disputes with PAS and more money out of our own pocket.

I hope everyone who has PAS has not had the trouble or the headaches we have had.

To me, we are not getting our money's worth with PAS. I'm sure Betty Mujwid has spent far more of her time on insurance and problems with claims than she would like to also. I can honestly say that I could not recommend PAS to anyone.

Yours truly,

William I. Pfalzgraf

MAY 22, 1989

NUE, And School Board of Flambeau School

There has been much concern and I have concern with the self funded insurance at Flambeau even though I am not a member of the self funded group.

The complaint is this. Each year by May first the self funded group is to submit to the Flambeau Teachers the rates for the following year so that the teachers can make a sound judgement whether or not they individually want to belong to the Marshfield Plan option or be a part of the self funded group. In both of the past two years the self funded group has failed to do this, and have only submitted an estimated rate only toward the end of May.

This is not by the required deadline and people have not been able to make a judgement based upon what the rates will be. The first year the estimated difference was \$40.00, when the actual difference turned out to be about \$18.00 when school started. Members did not opt for the Marshfield Plan because of this larger estimated difference.

This year only an estimated rate has been given again, not allowing members to make a sound and rational judgement based upon the facts. This certainly is unresolved and in my opinion is unresolvable since the May first dead line has been exceeded by the self funded group last year and has already been exceeded this year. Please see attachments (attachments omitted).

Sincerely,

Joseph Groothusen

On July 26, 1989, Schomisch sent Berg a letter stating that the District did not find any unresolved, bonafide complaints in the information that was supplied and that the Union had not met the criteria agreed upon in the side letter between the parties. The Union filed a grievance, which was ultimately processed to arbitration.

THE PARTIES' POSITIONS:

The Union:

The Union asserts that it has fulfilled its obligations under the parties' side letter of agreement which provides the procedure and rules for either party to force a return to the previous insurance carrier. The Union notes that at the time the District proposed a self-funded insurance plan, the Union had no experience with such self-funded plans and insisted that any plan be experimental and subject to a switch back to a conventional plan if there were problems. Thus, the parties agreed that if either party were dissatisfied with the self-funded plan, a change would be made back to the current health insurance plan. The requirement of a clear majority, by a formal vote if necessary, and documented unresolved complaints protected both parties from arbitrary action by the other.

The Union submits that before the deadline of the side agreement expired, the clear majority of the NUE Flambeau members expressed a desire to return to the conventional plan, and there were the necessary documented unresolved complaints. The District's assurances that the complaint would not occur again do not change the views of the majority or serve to resolve the complaints.

The Union notes that because the self-funded insurance plan had only been in effect for about a year and a half during negotiations for a successor labor agreement, the Union offered to extend the side agreement, but the District opposed an extension. With the June 30, 1989, expiration date approaching, the Union collected complaints from its members -- at least seven of them -- and notified the District of its request to return to the previous carrier on June 28, 1989.

As to the language of the side letter, the Union believes that the language allows for members to be dissatisfied with the plan if they simply do not wish to experience the same difficulty other members were experiencing. Also, the Union believes that a claim paid after 10 months qualifies as a documented unresolved complaint, and that the parties did not intend otherwise.

THE DISTRICT:

The District asserts that since it paid more in order to get an agreement from the Union to switch to the self-funded plan, it insisted on language in the side letter that would prevent the Union from arbitrarily compelling a return to the prior carrier. Thus, the Union needed to meet a two-prong test -- a majority of its membership had to be dissatisfied with the plan, and the dissatisfaction had to be substantiated by documented, unresolved complaints.

The District notes that there was a tacit agreement between the parties that only a majority of the bargaining unit members actually enrolled in the plan would constitute the "majority" referred to, and that 31 teachers were enrolled in the self-funded plan as of June 30, 1989. Therefore, the District submits that by the clear and unambiguous language of the side letter, at least 16 teachers would have had to report their dissatisfaction with the plan before the expiration date. However, the Union presented no documented, unresolved complaints until a packet of complaints was presented to the District on June 28, 1989. This packet of complaints contained allegedly documented, unresolved complaints from only five employees. The District argues that the Union fell far short of meeting the two-prong test specified in the side letter in order to compel a return to the previous carrier.

The District notes that its bookkeeper, Betty Mujwid, testified that it was her experience that there were no more complaints with the self-funded plan than there had been with the previous carrier, WPS. The District points out that the local Union president, Pat Fettes, testified that a local Union meeting was scheduled in April, 1989, to discuss how to get out of the side letter. The District calls this meeting an attempt to sabotage a deal that had been reached in good faith.

Looking at the substance of the complaints presented, the District states that Edwina Bratina's complaint had been resolved, Pauline Lundren's claim had been paid in January of 1989, and Pat Fettes' three-page letter is not a complaint although it alleges a slowness in payment of claims. Fettes' two-page letter regarding payment for a tetanus shot was not brought to the District's attention. A complaint from William Pfalzgraf regarding coverage for his son was resolved by adding his son to the plan, and his son's bills were subsequently paid. Finally, Joseph Groothousen's complaint regarding the dates for rates to be submitted is not an unresolved complaint, and Groothousen has never been enrolled in the self-funded insurance plan.

Therefore, the District asserts that the Union has submitted one bona fide, documented, unresolved complaint -- the one from Pat Fettes dated May 23, 1989. The District calls the rest of the complaints nothing more than a last ditch effort to beat the clock and those efforts fall short of a clear majority.

The District believes that the language of the side letter of agreement is clear and unambiguous, but if the Arbitrator should find that the language is ambiguous, any ambiguity must be resolved by construing it against the drafter, the Union.

DISCUSSION:

The two critical sentences in the side letter of agreement allowing the change to the self-funded plan are the following: "This change to a self-funded plan is agreed to on the condition that if either party is dissatisfied, by a clear majority, with the self-funded plan, that party can request a return to the previous health insurance carrier and coverage (such request shall be in writing and shall be compelling on the party to cause a return to the previous carrier, effective July 1, 1989) or may allow a change to a new, mutually agreed-upon health insurance plan Dissatisfaction with the self-funded plan is defined as documented, unresolved complaints." (Emphasis added)

The Union made a timely request in writing to return to the previous carrier. However, the question is whether the Union met the condition of being dissatisfied, by a clear majority, in conformance with the language of the side letter. The parties disagree on what they meant "by a clear majority."

Manson testified that NUE had a similar letter of agreement in another school district, Prairie Farm. When the parties in Prairie Farm talked about what a clear majority meant, the Union resisted taking a referendum vote. Manson stated that the clear majority vote was to be taken in the method the Union deemed appropriate, whether a show of hands or whatever. Manson testified that the parties never talked about numbers or how many people had to have complaints before the parties would return to a conventional carrier. The District's safeguard was that the complaints had to be documented and unresolved. Manson noted that if the Union got a few complaints from a minority of chronic complainers, the Union would not force a return to the old carrier.

Schomisch testified that there was at least a tacit agreement that if the majority of those people being served by PAS were dissatisfied, that would trigger returning to WPS. His understanding is that the "clear majority" did not refer to the majority of the bargaining unit as a whole but to the majority of those served by the self-funded plan. The measure of dissatisfaction was the documented, unresolved complaints necessary to move from PAS to WPS.

The Union urges an interpretation of the "clear majority" language as the following -- that it may compel the District to return to a conventional plan by means of a message from a clear majority of its constituency, and that there be documented unresolved complaints. However, that is not what the language actually calls for -- it calls for a party to be dissatisfied, by a clear majority, and then later, dissatisfaction is defined as having documented unresolved complaints. The Union further urges an interpretation of the word "dissatisfied" where it precedes the words "by a clear majority" as allowing for members to be dissatisfied with the plan if they simply do not wish to experience the same difficulty other members were experiencing. Where the term "dissatisfied" is later defined in the side letter, it excludes a second definition being attached to it.

The District's interpretation of "a clear majority" actually gives some of the benefit of any doubt to the Union -- that the majority referred to in the side letter is only a majority of the people in the PAS plan and not the majority of the bargaining unit. District Exhibit #2 shows that there are 57 teachers, and only 31 were taking PAS at the time the grievance was filed (Pfalzgraf later switched to the Greater Marshfield Plan). Thus, the District considered that a "clear majority" would have been a majority of the 31 teachers on the PAS plan, or 16, and not a majority of the 57 teachers in all.

It is likely that there was no meeting of the minds on what the parties intended the language of the side letter to mean. It is unlikely that the Union would have willingly acquiesced to the District's position that a majority of the people on the PAS plan had to bring forth documented, unresolved complaints, because it would have been nearly impossible for them to do so, unless PAS was an incredibly incompetent administrator of insurance plans and most of its members would be likely to have claims during that time period. It is also unlikely that the District would have willingly conceded to the Union's position that it would determine by a majority vote whether or not it was dissatisfied, and then it would produce documented, unresolved complaints -- without attaching any number to them, but presumably, more than one complaint. Under the Union's interpretation, it could have held a Union meeting in which five people showed up, three of them voted to return to a conventional carrier, and two people produced documented, unresolved complaints.

The District's interpretation -- that the Union has to have a dissatisfied majority, and dissatisfaction is defined as documented unresolved complaints -- is consistent with the language of the side letter. The Union has only brought forth what it considers to be seven unresolved complaints. Without deciding which are actually unresolved complaints, it is clear that the Union has fell short of the necessity of showing that a clear majority was dissatisfied -- that a clear majority had documented unresolved complaints. The District correctly asserts that at least 16 teachers needed to report their dissatisfaction.

The Arbitrator finds that the Union has not met the conditions of the side letter, namely that it has failed to show that it was dissatisfied by a clear majority. Accepting the District's interpretation that a majority meant a majority of those being served by PAS, the Union had to show that 16 teachers were dissatisfied. Where dissatisfaction is defined once as "documented, unresolved complaints," the Arbitrator will not attach a separate definition to "dissatisfied" as used in the first paragraph of the side letter. Accordingly, it was incumbent upon the Union to bring forward evidence of documented, unresolved complaints from 16 teachers. Even viewing the complaints in the most favorable light to the Union, it has fallen short by nine complaints. This is not to say that the Arbitrator would necessarily find that all the complaints are unresolved, but that it is unnecessary to reach that issue where the Union has not met the condition of the "clear majority" being dissatisfied.

The parties did not produce evidence of bargaining history that shows they ever discussed their differing interpretations of the disputed language with each other. The bargaining history in evidence relates to the Union's continued concern over self-funded insurance plans and its continued reluctance to enter into such an arrangement. However, there is a lack of bargaining history over the meaning of the side letter itself. There is no evidence that either party misled the other party in entering into the side letter of agreement. Consequently, it is appropriate to apply the principle that the parties are charged with full knowledge of the language and its significance. I find that the language is clear enough on its face that it may be enforced even though the results are contrary to the expectations of the Union. The fact that there appears to have been no meeting of the minds regarding the language of the side letter does not mean that there was a mutual mistake which would allow the

Arbitrator to reform the language in some fashion. To accept the Union's interpretation of the side letter at this time would be to rewrite the language.

Therefore, the Arbitrator finds that the District was not in violation of the side letter on self-funding when it refused to return to the previous carrier at the request of the Union, because the Union failed to meet the conditions specified in that side letter.

The grievance is denied.

Dated at Madison, Wisconsin this 14th day of March, 1990.

By _____
Karen J. Mawhinney, Arbitrator